

ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
UTILITY AND RAILROAD ENGINEERING SERVICES

UTILITY AGREEMENT

RECEIVED
JAN 15 1985

DEPUTY STATE ENGINEER
HIGHWAY OPERATIONS

Agreement No. 1158-84-XD
Project No. XD 4111-209 P
PHOENIX-CORDES JUNCTION HIGHWAY (I-17)
Desert Hills Rest Area

THIS AGREEMENT, entered into this 10th day of January, 1985,
by and between the STATE OF ARIZONA, acting by and through its ARIZONA DEPARTMENT OF
TRANSPORTATION, HIGHWAYS DIVISION, hereinafter referred to as "STATE" and the
ARIZONA PUBLIC SERVICE COMPANY, hereinafter referred to as "COMPANY."

RECITALS:

WHEREAS, in connection with the operation of STATE'S Desert Hills Rest Area
at Milepost 227.5 on Interstate 17, it is necessary for the safety and convenience
of the traveling public, to replace faulty power line serving STATE'S rest area.
Whereas the COMPANY owns and operates power system in certain areas of Maricopa County,
Arizona, pursuant to a certificate of convenience and necessity issued by the Arizona
Corporation Commission.

WHEREAS it is the desire of both parties to put forth their agreements and
understandings.

AGREEMENT:

THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The COMPANY agrees to provide the necessary labor, material and equipment
to construct and install approximately 2,300' of underground 15 KV power line, plus,
miscellaneous equipment to STATE'S rest area as shown on COMPANY'S drawings attached to
and made a part of this Agreement as Exhibit "B."

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2. The STATE agrees to reimburse the COMPANY for the actual cost of all labor, material and equipment required to complete the work as shown on the COMPANY'S plans marked Exhibit "B," and estimates marked Exhibit "A," attached to and made a part of this Agreement, and the provisions of Volume 1, Chapter 4, Section 4, of the Federal Highway Administration Program Manual (PPM 30-4) and any amendments and/or revisions thereto. Said manual and revisions are incorporated in and made a part of the Agreement by reference only.

3. The STATE agrees to grant the COMPANY a permit for those facilities remaining within or crossing the highway right-of-way. The COMPANY shall not maintain, construct, inspect or operate any of their facilities from through traffic lanes.

4. In case of extreme emergency involving the COMPANY'S facilities, the COMPANY shall, subject to the concurrence of the STATE, have reasonable use of the roadway notwithstanding the restrictions of Section 3. The COMPANY shall, during the emergency repairs, provide flagmen, flares, barricades and other safety devices to protect the highway users as shown in the Manual of Uniform Traffic Control Devices.

5. Should unforeseen conditions or circumstances require a change in the Scope of Work called for on the attached plans and estimates, the COMPANY shall not be authorized to incur any expenditures in excess of the estimated amount shown on the COMPANY'S estimate marked Exhibit "A," unless or until so authorized by the STATE.

6. The COMPANY shall, if not adequately staffed or equipped to perform the work required under this Agreement, request approval from the STATE to use the contract method.

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7. The COMPANY agrees to notify the STATE, in writing, of the actual construction starting date and completion date. The construction starting date shall not be prior to receiving a Notice to Proceed from the STATE.

8. The COMPANY shall own and maintain said power facilities installed under this Agreement at their expense.

9. The cost in connection with this work shall be accumulated in accordance with the COMPANY'S Standard Uniform System of Accounts, or as prescribed by the Federal Power Commission.

10. The books of the COMPANY shall be open for inspection and audit by authorized representatives of the STATE during normal business hours. The COMPANY shall keep records and accounts for this project to be made available for examination by representatives of the STATE for a period of not less than three (3) years from the date final payment has been received by the COMPANY.

11. The STATE shall retain ten percent (10%) of all billing until an audit of the COMPANY'S records and accounts for this work has been completed.

12. The COMPANY shall save and hold harmless the STATE, or any of its departments, agencies, officers or employees from all costs and damages incurred and from any other damage to any person, legal entities (e.g., Corporation, Partnership, Trust, etc.) or property arising out of, or, in connection with any act or omission of the COMPANY, its agents or independent contractors in the course of the performance of the provisions of this Agreement, and not caused by any act or omission of the STATE or any of its departments, agencies, officers, employees, agents or independent contractors. The above costs or damages incurred by the STATE or any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses of litigation and a reasonable attorney's fee, provided the STATE shall have given notice to the COMPANY of any claim asserted and shall permit the COMPANY to participate in defense and settlement thereof.

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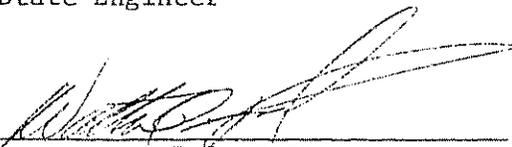
13. The COMPANY is required to comply with Executive Order 75-5, "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Agreement.

14. The parties agree to use arbitration after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages of \$100,000.00 or less, exclusive of interest and costs.

15. All parties hereby are put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Subsection 38-511, the provisions of which are incorporated herein by reference only.

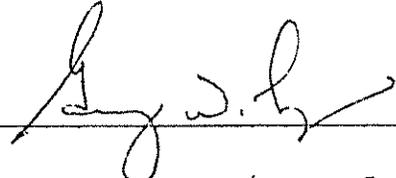
ARIZONA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

CHARLES L. MILLER
Assistant Director
and State Engineer



WALTER O. FORD
Chief Deputy State Engineer

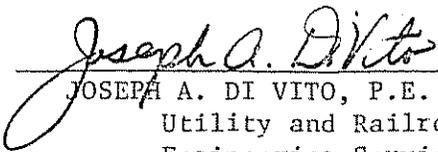
ARIZONA PUBLIC SERVICE

By  _____

Accepted this NINETEENTH day of _____

of DECEMBER, 1984

Recommended by:


JOSEPH A. DI VITO, P.E. Manager
Utility and Railroad
Engineering Services

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ACKNOWLEDGEMENT BY STATE

STATE OF ARIZONA

COUNTY OF MARICOPA

ON THIS THE 10th day of January, 19 85,
before me, the undersigned Notary Public, personally appeared _____
Walter D. Park, Chief Deputy State Engineer,
Arizona Department of Transportation, known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same for the purposes
therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Dorothy Lutter

NOTARY PUBLIC

My Commission expires:

1986-1987 TO 1988

Arizona Public Service Company

P.O. BOX 21686 • PHOENIX, ARIZONA 85036

November 7, 1984

Arizona Department of Transportation
2140 W. Hilton
Phoenix, AZ 85009

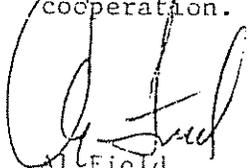
Attn: Bill Briscoe

Re: XD 4111-209 P
Desert Hills Rest Area

Enclosed is a drawing showing the details of our proposed electric line replacement at Desert Hills Rest Area. Please review them to ensure no conflicts exist with your existing or proposed facilities and that the location and details meet your approval.

The total cost of this project is estimated to be \$34,168. The revenue received during the past year was \$4,188.93. According to our rate schedule, we may allow two times the annual revenue against the total cost, in this case a deduction of \$8378. This leaves a balance of \$25,790. We can begin our work upon receipt of a letter agreeing to pay the \$25,790. when work has been completed.

Please call me if you have any questions. Thank you for your continued cooperation.



Al Field
Sr. Liaison Agent
Metro Eng., R/V
Survey & Liaison

AF/p

Enc.

EXHIBIT "A"
AGREEMENT # 1158-84-XD

RECEIVED
DEC 17 1984

UTILITY & RAILROAD
ENGINEERING DIV.

COST TO REMOVE 100' OF 1-101-102L + ELIMINATIONS

| | | |
|---|-----------|---------|
| APS. | SERIAL NO | W.O NO |
| "A" | DATE | BY |
| SUMMARY OF CONSTRUCTION MANHOURS AND COSTS | 7-6-84 | R. DIAZ |

| COMPONENTS (RECAP FROM ADDITIONS & RETIREMENT FORMS) | | | ADDITIONS | | | | REMOVALS | | | |
|---|---|----------------|-----------|------|---------|------|----------|------|---------|------|
| | | | SPECIFIC | | BLANKET | | SPECIFIC | | BLANKET | |
| | | | M/Hrs. | Cost | M/Hrs. | Cost | M/Hrs. | Cost | M/Hrs. | Cost |
| 1 | Indirect Factor | .42 | | | | | | | | |
| 2 | Variable Factor | 1 | | | | | | | | |
| 3 | Composite Rate | 15.94 | | | | | | | | |
| 4 | Direct Manhours | | 26.3 | | | | | | | |
| 5 | Variable Manhours (Line 2 X 4) | | | | | | | | | |
| 6 | Total Direct and Variable Manhours (Line 4 + 5) | | 26.3 | | | | | | | |
| 7 | Indirect Manhours (Line 6 X 1) | | 11.0 | | | | | | | |
| 8 | Excess Travel Manhours | | | | | | | | | |
| 9 | Tot. Constr. M/Hrs. & S (Line 6 + 7 + 8) X Line 3 | | 37.3 | 595 | | | | | | |
| 10 | Eng., R/W, Surv | 15 % of Line 9 | | 89 | | | | | | |
| 11 | Hauling | 5 % of Line 9 | | 30 | | | | | | |
| 12 | Operations | 4 % of Line 9 | | 24 | | | | | | |
| 13 | SUBTOTAL (Lines 9 + 10 + 11 + 12) | | | 738 | | | | | | |
| 14 | Transportation (Line 13 X 27 %) | | | 199 | | | | | | |
| 15 | Subsistence (Line 13 X %) | | | | | | | | | |
| 16 | Contract Items (Or Other) | | | | | | | | | |
| 17 | Misc. | | | | | | | | | |
| 18 | Mat'l. & Sup. Charges (Spec. & Blk.) Unloaded | | | 368 | | | | | | |
| 19 | Subtotal (13 + 14 + 15 + 16 + 17 + 18) | | | 1305 | | | | | | |
| 20 | General Overhead Loads (Line 19 x 17 %) | | | 222 | | | | | | |
| 21 | Material & Supplies Loads (Line 18 x 18 %) | | | 660 | | | | | | |
| 22 | Allowed Time Load (13 x 11 %) | | | 81 | | | | | | |
| 23 | Payroll Loads (Lines 13 + 22 x 21 %) | | | 172 | | | | | | |
| 24 | Constr. Costs (Line 19 + 20 + 21 + 22 + 23) & M/Hrs | | 37.3 | 1846 | | | | | | |

| | | M/HR. | COSTS |
|----|--|-------|-------|
| 25 | Specific Property Additions From Line 24 (M/Hrs and Costs) | 37.3 | 1846 |
| 26 | Specific Property Removals From Line 24 (M/Hrs. and Cost) | | |
| 27 | Specific Salvage From Retirement Sheet | | |
| 28 | Total Specific Cost This W.O (Line 25 + 26 - 27) | | |
| 29 | Blanket Property Additions From Line 24 (M/Hrs. and Cost) | | |
| 30 | Blanket Property Removals From Line 24 (M/Hrs. and Cost) | | |
| 31 | Blanket Salvage From Retirement Sheet | | |
| 32 | TOTAL BLANKET COST (Line 29 + 30 - 31) | | |
| 33 | Gross Cost of Project (Line 28 + 32) | | 1846 |
| 34 | Total Manhours (Lines 25 + 26 + 29 + 30) | 37.3 | |

SAMPLE HERE

TRANSFER TO W.O. FRONT SHEET
(Also, total of Line 6 Above)

COST TO REPLACE 2000 UT: 1-PHASE + 1 EXHAUSTION



"B"

SUMMARY OF CONSTRUCTION MANHOURS AND COSTS

| | |
|----------------|---------------|
| SERIAL NO. | W O NO |
| DATE 7-6-34 | BY R. DIAZ |

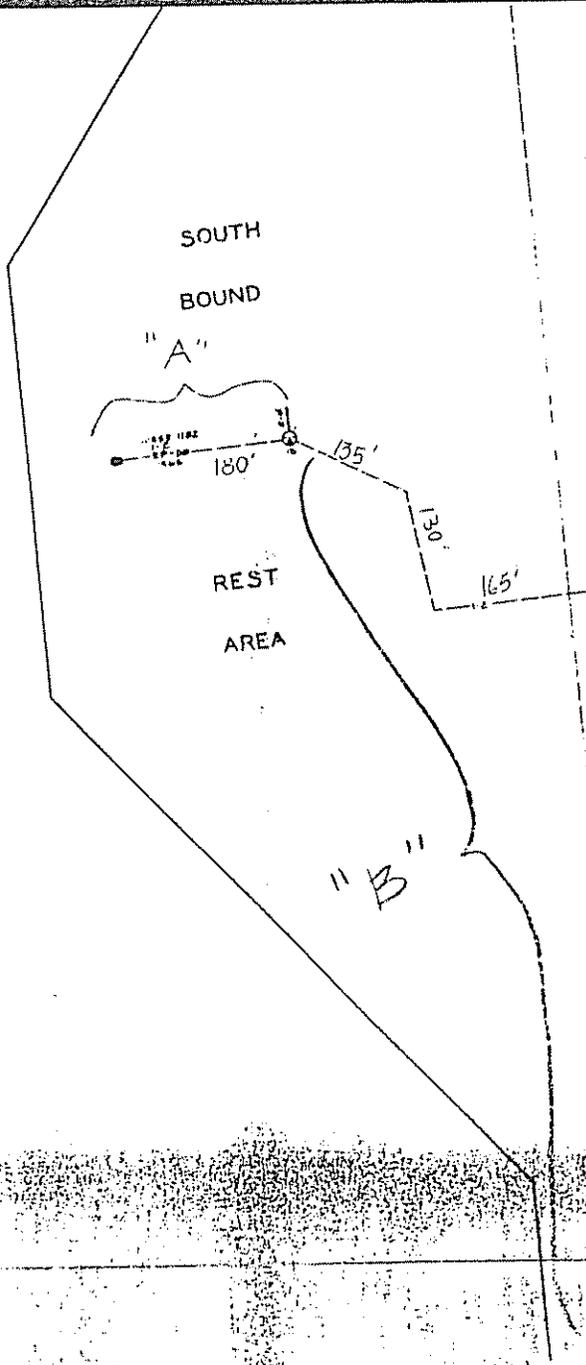
| COMPONENTS (RECAP FROM ADDITIONS & RETIREMENT FORMS) | ADDITIONS | | | | REMOVALS | | | |
|---|-----------|-------|---------|-------|----------|------|---------|------|
| | SPECIFIC | | BLANKET | | SPECIFIC | | BLANKET | |
| | M/Hrs. | Cost | M/Hrs. | Cost | M/Hrs. | Cost | M/Hrs. | Cost |
| 1 Indirect Factor | | .42 | | | | | | |
| 2 Variable Factor | | | | | | | | |
| 3 Composite Rate | | 15.94 | | | | | | |
| 4 Direct Manhours | | | 300.1 | | | | | |
| 5 Variable Manhours (Line 2 X 4) | | | | | | | | |
| 6 Total Direct and Variable Manhours (Line 4 + 5) | | | 300.1 | | | | | |
| 7 Indirect Manhours (Line 6 X 1) | | | 126.0 | | | | | |
| 8 Excess Travel Manhours | | | | | | | | |
| 9 Tot. Constr. M/Hrs. & S (Line 6 + 7 + 8) X Line 3 | | | 426.1 | 6792 | | | | |
| 10 Eng., R/W, Surv 15 % of Line 9 | | | | 1019 | | | | |
| 11 Hauling 5 % of Line 9 | | | | 320 | | | | |
| 12 Operations 4 % of Line 9 | | | | 272 | | | | |
| 13 SUBTOTAL (Lines 9 + 10 + 11 + 12) | | | | 8423 | | | | |
| 14 Transportation (Line 13 X 27 %) | | | | 2274 | | | | |
| 15 Subsistence (Line 13 X %) | | | | | | | | |
| 16 Contract Items (Or Other) | | | | | | | | |
| 17 Misc. | | | | | | | | |
| 18 Mat'l. & Sup. Charges (Spec. & Bik.) Unloaded | | | | 3948 | | | | |
| 19 Subtotal (13 + 14 + 15 + 16 + 17 + 18) | | | | 14645 | | | | |
| 20 General Overhead Loads (Line 19 x 17 %) | | | | 2490 | | | | |
| 21 Material & Supplies Loads (Line 18 x 18 %) | | | | 711 | | | | |
| 22 Allowed Time Load (13 x 11 %) | | | | 927 | | | | |
| 23 Payroll Loads (Lines 13 + 22 x 21 %) | | | | 1964 | | | | |
| 24 Constr. Costs (Line 19 + 20 + 21 + 22 + 23) & M/Hrs | | | 426.1 | 20737 | | | | |

| | M/HR. | COSTS |
|---|-------|--------|
| 25 Specific Property Additions From Line 24 (M/Hrs and Costs) | | |
| 26 Specific Property Removals From Line 24 (M/Hrs. and Cost) | | |
| 27 Specific Salvage From Retirement Sheet | | |
| 28 Total Specific Cost This W.O. (Line 25 + 26 - 27) | | |
| 29 Blanket Property Additions From Line 24 (M/Hrs. and Cost) | | |
| 30 Blanket Property Removals From Line 24 (M/Hrs and Cost) | | |
| 31 Blanket Salvage From Retirement Sheet | | |
| 32 TOTAL BLANKET COST (Line 29 + 30 - 31) | | |
| 33 Gross Cost of Project (Line 28 + 32) | | 20,737 |
| 34 Total Manhours (Lines 25 + 26 + 29 + 30) | 426.1 | |

TRANSFER TO W.O. FRONT SHEET (Also, Total of Line 6 Above)

EXHIBIT "B"
DOCUMENT 1120.822.VD

EXAMPLE HERE



76.5
364

Exhibit B
Agreement
1158-84-XD

3231154

67-19

SW $\frac{1}{4}$ SEC. 15 T. 6 N. R. 2 E.
ELECTRIC UNDERGROUND

ARIZONA PUBLIC SERVICE COMPANY
PHOENIX, ARIZONA

